



Tab settings ⇨ ⇨ ⇨ ▼ ▼

To the Honorable Commissioner of Patents

102038132

Original documents or copy thereof.

1. Name of conveying party(ies):

Robert W. Chapman (an individual and sole title holder)

3-14-02

Additional name of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: John W. Von Holdt Jr.

Internal Address: _____

Street Address: 3121 Mary Kay Lane

City: Glenview State: IL Zip: 60025

Additional Name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other **Negative Pledge Agreement and Amendment Thereto**

Execution Date: June 22, 2001 and August 2, 2001

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution data of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

5,504,491

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning this document should be mailed:

Name: John W. Von Holdt Jr.

Internal Address: _____

Street Address: 3121 Mary Kay Lane

City: Glenview State: IL Zip: 60025

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 19-0733

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

Express Mail No. EV 075513264 US

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jon O. Nelson

Name of Person Signing

Signature

March 14, 2002

Date

Total number of pages including cover sheet, attachments, and documents: 5

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

03/29/2002 LMUELLER 00000207 190733 5504491

01 FC:581 40.00 CH

NEGATIVE PLEDGE AGREEMENT

WHEREAS Chapman Technologies, Inc. (the "Company") acknowledges receipt of the sum of One Hundred Fifty Eight Thousand One Hundred Forty Dollars and No Cents (\$158,140) as a loan from John W. Von Holdt, Jr. (the "Lender"), as evidenced by certain promissory notes (the "Notes"), one note in the amount of \$58,140 dated May 30, 2001 and the second note in the amount of \$100,000 of the date herewith; and

WHEREAS the Lender has been offered, as a condition to the loan, certain undertakings or obligations of the Company as collateral security for the loan; and

WHEREAS the Company owns or has otherwise entered into licensing agreement(s) with Robert W. Chapman (the "Obligor") for the use of certain intellectual property owned by the Obligor, further defined as:

- a. "Global Status and Position Reporting System" licensed patent, USPTO ref. #5,504,491;
- b. "Single Button-Multiple Command Position and Status Control System and Method Therefor" patent, USPTO ref. #5,966,093;
- c. "Personal Security and Communications Unit" design patent, USPTO ref. #D434,991;
- d. "Method and Apparatus for Special Alert Response" patent application, filed with USPTO on December 1, 2000, USPTO ref. #09/728,523;

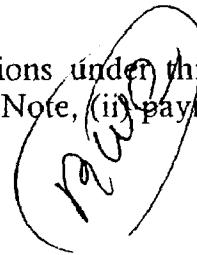
all such above intellectual property further collectively referred to as, the "Intellectual Property"; and

WHEREAS the Company and Obligor represent and warrant that they are the sole owners and/or licensees of the Intellectual Property; and

WHEREAS the Company and Obligor also represent and warrant that no other individual(s) or entity(ies) have any current or future rights, pledges or other options to obtain any rights to Intellectual Property by way of license, assignment or otherwise;

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

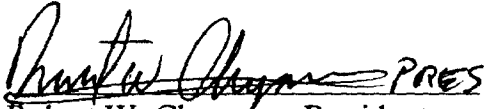
1. The Company hereby agrees not to sell, transfer, assign or otherwise pledge as security the Company's interest in the Intellectual Property used or owned by the Company, without the prior written consent of the Lender.
2. The Obligor hereby agrees not to sell, transfer, assign or otherwise pledge as security the Obligor's interest in any of the Intellectual Property, without the prior written consent of the Lender.
3. This Company's and/or Obligor's undertakings and obligations under this Negative Pledge shall expire upon the (i) Permitted Prepayment of the Note, (ii) payment of the Note, or (iii) Lender's conversion of the Note.



4. The Company and Obligor agree that in case the Notes are not repaid by July 21, 2001, the Lender has the right to record this Negative Pledge document with the United States Patent and Trademark Office.
5. This Negative Pledge shall be governed by and construed in accordance with the laws of the State of Florida. The Company and Obligor irrevocably submit to the non-exclusive jurisdiction of the Florida courts.

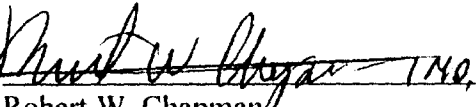
AS WITNESSED, this Agreement has been signed and sealed on this 19th day of June 2001.

CHAPMAN TECHNOLOGIES, INC.


Robert W. Chapman, President

6/22/01

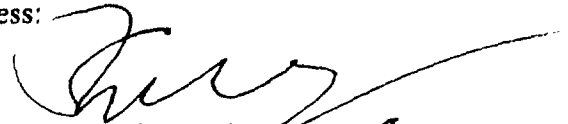
ROBERT W. CHAPMAN, an individual


Robert W. Chapman

Witness:

By:

Name:


S. Radecki

AMENDED NEGATIVE PLEDGE AGREEMENT

WHEREAS Chapman Technologies, Inc. (the "Company") acknowledges receipt of the sum of One Hundred Fifty Eight Thousand One Hundred Forty Dollars and No Cents (\$158,140) as a loan from John W. Von Holdt, Jr. (the "Lender"), as evidenced by certain promissory notes (the "Notes"), one note in the amount of \$58,140 dated May 30, 2001 and the second note in the amount of \$100,000 dated June 19, 2001; and

WHEREAS the Company acknowledges the receipt of a Letter of Credit issued on its behalf by Lender for the benefit of Exxon Mobil as part of a Sublease Agreement between the Company and Exxon Mobil in the amount of One Hundred Twenty Seven Thousand Two Hundred Fifty One Dollars and 64 Cents (\$127,251.64) as evidenced by Agreement dated August 2, 2001 the Letter of Credit issued August __, 2001; and

WHEREAS the Lender has been offered, as a condition to the loan and Letter of Credit, certain undertakings or obligations of the Company as collateral security for the loan and Letter of Credit; and

WHEREAS the Company owns or has otherwise entered into licensing agreement(s) with Robert W. Chapman (the "Obligor") for the use of certain intellectual property owned by the Obligor, further defined as:

- a. "Global Status and Position Reporting System" licensed patent, USPTO ref. #5,504,491;
- b. "Single Button-Multiple Command Position and Status Control System and Method Therefor" patent, USPTO ref. #5,966,093;
- c. "Personal Security and Communications Unit" design patent, USPTO ref. #D434,991;
- d. "Method and Apparatus for Special Alert Response" patent application, filed with USPTO on December 1, 2000, USPTO ref. #09/728,523;

all such above intellectual property further collectively referred to as, the "Intellectual Property"; and

WHEREAS the Company and Obligor represent and warrant that they are the sole owners and/or licensees of the Intellectual Property; and

WHEREAS the Company and Obligor also represent and warrant that no other individual(s) or entity(ies) have any current or future rights, pledges or other options to obtain any rights to Intellectual Property by way of license, assignment or otherwise;

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. The Company hereby agrees not to sell, transfer, assign or otherwise pledge as security the Company's interest in the Intellectual Property used or owned by the Company, without the prior written consent of the Lender.

- 2. The Obligor hereby agrees not to sell, transfer, assign or otherwise pledge as security the Obligor's interest in any of the Intellectual Property, without the prior written consent of the Lender.
- 3. This Company's and/or Obligor's undertakings and obligations under this Negative Pledge shall expire upon the (i) Permitted Prepayment of the Notes, (ii) payment of the Notes, or (iii) Lender's conversion of the Notes, and (iv) replacement or expiration of the Letter of Credit.
- 4. The Company and Obligor agree that in case the Notes are not repaid by July 21, 2001, the Lender has the right to record this Negative Pledge document with the United States Patent and Trademark Office.
- 5. This Negative Pledge shall be governed by and construed in accordance with the laws of the State of Florida. The Company and Obligor irrevocably submit to the non-exclusive jurisdiction of the Florida courts.

AS WITNESSED, this Agreement has been signed and sealed on this 2nd day of August 2001.

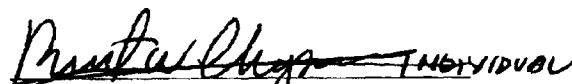
CHAPMAN TECHNOLOGIES, INC.

Witness:


 Robert W. Chapman, President


 By: 
 Name: J. Richardson

ROBERT W. CHAPMAN, an individual


 Robert W. Chapman